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PIERCE COUNTY, WASHINGTON

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Touchstone Corporation
2025 1st Ave, Suite 790
Seattle, WA 98121
ATTN: Douglas O. Howe

COPY

RESTRICTIVE COVENANT

Owner:	Touchstone Corporation, a Washington Corporation
Ecology:	State of Washington Department of Ecology
Legal Description (abbreviated):	Lots 1 through 32, Block 10; the south 5 feet of Lot 1, Lots 2-29, and the south 5 feet of Lot 30, Block 11, Motor Line Addition
Official Legal Description:	See Exhibit A
Assessor's Tax Parcel ID #:	613500262; 613500270
Reference # (If applicable):	N/A

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Touchstone Corporation, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents that are on file at Ecology's South West Regional Office:

- "Phase 1 Environmental Site Assessment, New Frontier Lanes, 4702 South Center Street, Tacoma, WA" April 17, 1996, Environmental Partners, Inc.
- "Site Investigation & Remediation Report, New Frontier Lanes, 4702 South Center Street, Tacoma, Pierce County, Washington", Environmental Partners, Inc, January 28, 1997.
- "Proposed Ground Water Cleanup Levels, Magrini Trust Property/New Frontier Lanes, Tacoma, Washington" Department of Ecology, February 22, 1999.
- "Ground Water Cleanup Levels, Magrini Trust Property/New Frontier Lanes, Tacoma, Washington", Environmental Partners, Inc, March 11, 1999.
- "Quarterly Ground Water Monitoring Report for June 1999, Magrini Trust Property/New Frontier Lanes" Tacoma, Washington, Environmental Partners, Inc.
- "Report, Ground Water Sampling New Frontier Lanes 4702 South Center Street, Tacoma, Washington" GeoEngineers, Inc., December 14, 2000.
- "Report Ground Water Sampling and Chemical Analysis New Frontier Lanes, Tacoma, Washington", GeoEngineers Inc., February 1, 2001.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of chemicals of concern (including perchloroethylene, vinyl chloride, chloroform and cis-1, 2-dichloroethene) which exceed the Model Toxics Control Act Method Cleanup Levels for ground water. One or more of these chemicals of concern have been detected at concentrations greater than cleanup levels in ground water samples from Well DW-1. The cleanup levels are described in "Proposed Ground Water Cleanup Levels, Magrini Trust Property/New Frontier Lanes, Tacoma, Washington" as prepared by the Department of Ecology, dated February 22, 1999.

This Restrictive Covenant is also required because a conditional point of compliance has been established for ground water. The conditional point of compliance has been established at the property boundary and contaminant conditions will be assessed by analytical results for ground water collected from the most downgradient-positioned wells (currently Wells 17-AR and 17BR). Ground water samples will be collected at a frequency of at least once per year from Wells DW-1, 17-AR and 17-BR. This restrictive covenant will remain in effect until the chemicals of concern in ground water beneath the site are detected at concentrations less than the site specific cleanup levels during four consecutive quarterly sampling/analysis events.

The undersigned, Touchstone Corporation, is the fee owner of real property (hereafter "Property") in the County of Pierce, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this restrictive covenant and made a part here of by reference.

Touchstone Corporation makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. No groundwater may be taken for any use from the Property except for the purpose of testing ground water quality.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Development activities may be conducted on the property as long as the activities do not interfere with the integrity of the Remedial Action and continued protection of human health and the environment.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.



Douglas O. Howe, Touchstone Corporation

SEPTEMBER 21, 2001

[DATE SIGNED]

SUBSCRIBED AND SWORN TO before me this 21st day of September, 2001.



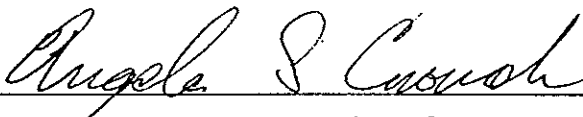

Print Name Angela S Crouch
NOTARY PUBLIC in and for the Washington, residing
at Seattle, King
My Commission expires: 9-9-02

Exhibit A

Legal Description

Lots 1 through 34, inclusive, in Block 10; the south 5 feet of Lot 1, all of Lots 2 through 29, inclusive, and the south 5 feet of Lot 30 in Block 11 of Motor Line Addition to Tacoma, W.T., according to plat recorded in Volume 2 of plats at pages 131, in Pierce County, Washington. Except the South 60 feet of said Block 10 conveyed to the City of Tacoma by deed recorded under recording no. 2812664.

Together with that portion of vacated South 30th Street adjoining or abutting thereon, which upon vacation, attached to said premises by operation of law.

Together with that portion of vacated Gove Street adjoining or abutting thereon, which upon vacation, attached to said premises by operation of law.